

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)
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A PROFESSIONAL CORPORATION
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36.4907

In re:

Indie R. Cooper-Guzman

Case No. 18-29664

Judge: Kathryn C. Ferguson (KCF)/
Michael B. Kaplan (MBK)

Chapter 13

**LIMITED OBJECTION TO THE MOTION TO SELL THE PROPERTY LOCATED AT 184
GEORGE STREET, SOUTH RIVER, NEW JERSEY 08882**

On behalf of PNC BANK, NATIONAL ASSOCIATION, Secured Creditor of a first mortgage on debtor(s)' property, 184 George Street, South River, New Jersey 08882 hereby files a limited objection to the Motion to Sell the Property located at 184 George Street, South River, New Jersey 08882 on behalf of PNC Mortgage Company for the following reasons:

1. The Debtor has filed a Motion to Sell the property located at 184 George Street, South River, New Jersey 08882 free and clear of certain judgments and liens. The Secured Creditor currently holds a First Mortgage.
2. Secured Creditor does not object to the Motion to Sell so long as it is understood that the Secured Creditor will not release or discharge their lien until a full payoff, determined by the Secured Creditor, is received. Also, all terms of the Note, Mortgage and any Modifications will be remain in effect until such a time that the mortgage is paid off in full.
3. Secured Creditor will only accept the Motion to Sell so long as the Order granting the Motion to Sell includes language:

“ORDERED, Secured Creditor only accepts the Sale of the Property located 184 George Street, South River, New Jersey 08882 to the extent that the full payoff determined only by the Secured Creditor. The Trustee and/or Debtor reserves the right to question, contest and/or request verification of any line item(s) in the Mortgagee's Payoff Statement but waives any challenge to the contractual calculation of the full amount due. If the sale price

is not enough to make a full payoff of the Secured Creditor's Lien, the Mortgagee may, in their exclusive and unrestricted discretion, agree to accept less than the full amount due to release their lien, but is not obligated to do so"

4. It is for the foregoing reasons that attorney for the Secured Creditor respectfully files a limited objection to the Motion to Sell.

I hereby certify that the foregoing statements made by me are true and correct to the best of my knowledge, information and belief. I am aware that if any of the foregoing statements made by me are willfully false I am subject to punishment.

By: /s/Christian Del Toro
Christian Del Toro, Esq.
A Member of the Firm

Dated: April 26, 2021